

RESOLUTION
of the
BOROUGH OF NEW PROVIDENCE
Resolution No. 2016-125

Council Meeting Date: 03-21-2016

Date Adopted: 03-21-2016

TITLE: RESOLUTION AUTHORIZING AGREEMENT BETWEEN THE BOROUGH OF NEW PROVIDENCE AND ROBERT P. HILL FOR PUBLIC ART SCULPTURES

Councilperson Galluccio submitted the following resolution, which was duly seconded by Councilperson Madden.

BE IT RESOLVED by the Mayor and Council of the Borough of New Providence, in the County of Union and State of New Jersey, that they do hereby approve and authorize an agreement between the Borough of New Providence and Robert P. Hill for public art sculptures for display within the Borough, in the form attached hereto and they do further authorize and direct the Mayor and Borough Clerk to execute same on behalf of the Borough of New Providence.

BE IT FURTHER RESOLVED, funding for the project is made available through fundraising and donations.

APPROVED, this 21st day of March, 2016.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
GALLUCCIO	X			
GENNARO	X			
KAPNER	X			
MADDEN	X			
MUÑOZ				X
ROBINSON	X			
MORGAN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 21st day of March, 2016.

Wendi B. Barry, Borough Clerk

**THE BOROUGH OF NEW PROVIDENCE
AND THE NEW PROVIDENCE PUBLIC ART COMMITTEE
LETTER OF AGREEMENT FOR THE DISPLAY OF PUBLIC ARTWORK.**

THIS AGREEMENT FOR THE DISPLAY OF PUBLIC SCULPTURE (the "Agreement") is made by and between the Borough of New Providence (the "Borough"), 360 Elkwood Avenue, New Providence, New Jersey 07974, and Robert P. Hill (the "Artist") located at 47 Greenbriar Dr, Summit, NJ 07901. The Agreement is effective as of its date of execution.

WHEREAS, New Providence Public Art, an Advisory Committee to the Borough Council wishes to display public sculpture in the Borough of New Providence that will be viewed by members of the public;

WHEREAS, Artist, Robert P. Hill, has certain works that Artist wishes to display within the Borough;

WHEREAS, both Parties recognize that said works will be displayed for a set display period for a fee agreed to by both parties;

NOW, THEREFORE, the Parties agree to the following:

The Artist agrees to loan certain works as identified on Attachment "A" hereto (the "Artwork") to the Borough for display within the Borough. The Parties agree that Attachment "A" shall serve as the acknowledgment of the Parties of the artwork NPPA for display and must be signed by each Party prior to display. Artist shall display the Artwork from April 4, 2016 to April 3, 2018 (the "Display Period") for the fee of \$ 500. Artist retains all ownership of the Artwork.

The Artist will be solely responsible for transporting, installing and removing the Artwork, and will bear any and all costs and liability associated with the transportation, installation and removal of same. New Providence Department of Public Works will offer assistance as requested by the Artist, but assumes no responsibility for the transportation, installation or removal of the Artwork. The Borough will not remove or modify the Artwork except with the permission of Artist.

In consideration of the right to display the Artwork, Artist releases and gives up any and all claims, demands, liabilities, damages, actions and causes of action of any kind or nature whatsoever for any damage to the Artwork incurred during the transportation, installation and removal of the Artwork.

The Borough shall exercise as much care in respect to the Artwork as it does in

ATTACHMENT A

<u>ITEM NAME</u>	<u>DESCRIPTION</u>	<u>VALUE</u>
1. <u>Cycles of Joy</u>	<u>Stainless steel rings 8' tall</u>	<u>\$6,000</u>
2. <u>Toss Up</u>	<u>Stainless Steel cubes 8' tall</u>	<u>\$5,000</u>